

RESOLUTION NO. 21-08-14

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN
OF LAKE PARK AUTHORIZING THE MAYOR TO EXECUTE
THE INTERLOCAL AGREEMENT FOR FINAL TERMINATION
AND DISSOLUTION OF THE SOUTH EAST RISK
MANAGEMENT ASSOCIATION; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the South East Risk Management Association ("SERMA") was established on October 1, 1994 pursuant to an Interlocal Agreement by and among ten municipalities which consisted of the City of Coconut Creek, the Town of Lake Clarke Shores, the Town of Lake Park, the City of Lake Worth, the Town of Lantana, the City of North Lauderdale, the Village of North Palm Beach, the City of Oakland Park, and the City of Wilton Manors; and

WHEREAS, SERMA was terminated and ceased to exist as an active risk management association as of September 30, 2008, subsequent to which SERMA's board of directors has continued to meet to carry out the termination of the affairs of SERMA which has included the settlement of all covered claims; and

WHEREAS, several municipalities have withdrawn from SERMA and it is the desire of the remaining municipalities to provide for SERMA's final dissolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town hereby authorizes the Mayor to execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association, a copy of which is attached hereto as **Exhibit A**.


Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Commissioner Rapoza and upon being put to a roll call vote, the vote was as follows:

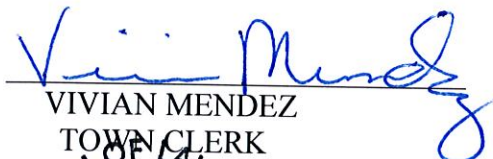
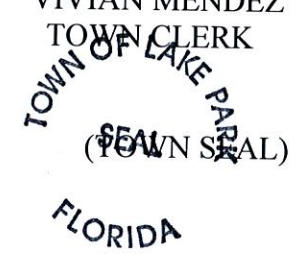
	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u> </u>
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	<u> </u>
COMMISSIONER KATHLEEN RAPOZA	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 21-08-14 duly passed and adopted this 20 day of August, 2014.

TOWN OF LAKE PARK, FLORIDA

BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**INTERLOCAL AGREEMENT FOR FINAL TERMINATION
AND DISSOLUTION OF THE
SOUTH EAST RISK MANAGEMENT ASSOCIATION**

This is an Interlocal Agreement ("Agreement") effective as of September 5, 2013, entered into by and among the CITY OF COCONUT CREEK, the CITY OF LAKE WORTH, the TOWN OF LAKE CLARKE SHORES, and the CITY OF PARKLAND, (collectively the "Current Members") each being a municipal corporation organized and existing under the laws of the State of Florida.

RECITALS

WHEREAS, the South East Risk Management Association ("SERMA") was established by Interlocal Agreement ("Initial Interlocal Agreement") effective October 1, 1994, by and among ten (10) Florida municipalities (later joined by the Town of Davie) (collectively, "Members", as defined in the Initial Interlocal Agreement) in order to provide for a cooperative intergovernmental risk management program among the Members; and

WHEREAS, as of September 30, 2008, SERMA was terminated pursuant to the provisions of Article VIb.10 of the Initial Interlocal Agreement and SERMA ceased to exist as an active risk management association; and

WHEREAS, the Current Members are the four (4) remaining Members of SERMA representatives of which currently comprise the membership of the Board of Directors of SERMA pursuant to Article XVII of the Initial Interlocal Agreement upon the general termination of SERMA effective as of September 30, 2008; and

WHEREAS, in addition to the Current Members, the following municipalities were signatories to the Initial Interlocal Agreement and were Members of SERMA during its term: the Town of Lake Park, the Town of Lantana, the Village of North Palm Beach, the City of Oakland Park, the City of Wilton Manors and the Town of Davie (the "Former Members"); and

WHEREAS, pursuant to Article XVII of the Initial Interlocal Agreement, and subsequent to the general termination date of September 30, 2008, the Board of Directors, comprised of representatives of the Current Members, has continued to meet as necessary to carry out the termination of the affairs of SERMA, including the settlement of all covered claims incurred during the term of SERMA; and

WHEREAS, the Former Members which have withdrawn from SERMA prior to its general termination as of September 30, 2008, have continued to maintain certain obligations and responsibilities pursuant to Article XVIIIc. of the Initial Interlocal Agreement; and

WHEREAS, it is the desire of the Current Members to provide for final dissolution of SERMA and to return all remaining open claims as of the date of dissolution to the Member and/or municipality from which the claim arose.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained and for the mutual welfare of all the governmental entities involved in SERMA, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Interlocal Agreement.
2. **Actions of Board of Directors.** As required by Article XVII – Termination of SERMA, the Board of Directors has continued to meet to carry out the termination of the affairs of SERMA, including the settlement of covered claims incurred during the term of SERMA. The Board has obtained and accepted an annual Independent Auditor’s Report as of September 30, 2012 and has obtained an Actuarial Analysis relating to SERMA’s reserve requirements, including IBNR, as of September 30, 2012.
3. **Administrator.** The parties hereto acknowledge that as of October 1, 2004 through the present time, SERMA has retained the services of Employers Mutual, Inc., a Florida corporation, now known as Ascension Benefits & Insurance Solutions of Florida (the “Company”), to manage the business affairs of SERMA and to administer its claims in accordance with the agreement entered into between SERMA and the Company (the “Administration Agreement”). The Administration Agreement shall terminate on and the Company’s liabilities, duties and obligations pursuant to the Administration Agreement shall terminate on the Termination Effective Date (as defined below). After the Termination Effective Date, the Company shall have no further liability, duties or obligations to any Current Member of Former Member, including without limitation any duties or obligations with respect to any outstanding claims identified on Exhibit 1. For the avoidance of doubt, the Company shall have no obligation to generate reports or provide computer runs. Current and Former members will be responsible for the cost of returning all claims.
4. **List of Open Claims.** Attached hereto as Exhibit 1 is a list of open claims as of July 30, 2014, for each Current and Former Member. Execution of this Interlocal Agreement constitutes concurrence as to the information contained in said Exhibit 1 by each affected Current or Former Member.
5. **Final Dissolution of SERMA.** The Current Members hereby agree to dissolve SERMA, which entity shall cease to exist or to carry out any further activities or obligations pursuant to the Initial Interlocal Agreement. Such final dissolution shall be effective only upon the execution of this Interlocal Agreement by the Current Members and consented to by no less than four (4) Former Members of SERMA, the Termination Effective Date.

Upon dissolution, and in accordance with the Actuarial Analysis hereinabove described, all assets, liabilities and retained earnings will be distributed to each Current and Former Member including a return of, among other items, cash and open and closed files. Attached as Exhibit 2 is a SERMA Retained Earnings Allocation Worksheet as of September 30, 2012, identifying contributions, expenses, retained earnings allocation, reserves, and cash. Execution of this Interlocal Agreement shall constitute acceptance of

and agreement with the methodology in which to return all assets, liabilities and retained earnings contained in said Exhibit 2 by each Current or Former Member. It is noted that these assets, liabilities and retained earnings are ever changing as claims and expenses are paid. The final distribution is to be determined on said Termination Effective Date. Note that reinsurance recoveries and assets from SBA Fund B will be distributed as received.

6. **Future Adjudication of Claims.** Each Current and Former Member recognizes that the outstanding claims as identified on Exhibit 1 will be returned to the Current or Former Member, which municipality will be individually liable for the adjudications, settlement and all costs and expenses associated with such claim or claims.

7 **Release.** (a) Each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges each and every other Current and Former Member, their officers and employees, from and against any and all claims, demands, judgments, costs, losses and causes of action, and suits, arising in law or equity, arising from, out of, or by reason of the Initial Interlocal Agreement or this Interlocal Agreement, including claims by third parties.

(b) In addition, each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorney's fees and cost) in law or equity, arising out of, from, or by reason of the initial Interlocal Agreement, this Agreement, and/or Administrative Agreement, including claims by third parties. The release set forth in this paragraph shall survive the termination of this Agreement and the termination of the Administration Agreement. All parties agree that the Company shall be, and is hereby, named as an express third party beneficiary of this agreement, with full rights as such. The provisions of this paragraph 7(b) are in addition to the provisions regarding release, indemnification, defense, and hold harmless of the Company set forth in the Administration Agreement, which provisions shall survive termination of the Administration Agreement.

8. **Sovereign Immunity.** Nothing contained herein is intended nor shall it be construed to waive any of the rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **Status of Interlocal Agreement.** This Interlocal Agreement shall supersede any and all conflicting provisions of the Initial Interlocal Agreement or the Bylaws adopted by the Board of Directors dated November 14, 2006.

10. **Venue and Governing Law.** Any claim, objection or dispute arising out of this Interlocal Agreement shall be litigated in the judicial circuit of the defendant Current or Former Member. The validity, construction and effect of this Interlocal Agreement shall be governed by the laws of the State of Florida.

11. **Attorney's Fees.** The prevailing party shall be entitled to an award of reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party including reasonable appellate fees and costs.

12. **Severability.** Should any part, term or provision of this Interlocal Agreement be decided by the courts to be illegal or in conflict with any other law of the State of Florida or any other part of this Interlocal Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

13. **Entire Agreement.** It is agreed among the parties that this Interlocal Agreement shall comprise the entire agreement containing all terms and conditions agreed to among the parties, and no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Execution and Effective Date.** This Interlocal Agreement shall be effective upon the date that 2/3 (i.e. 8) of the Current and Former Members have either executed, or consented to, as applicable, this Interlocal Agreement.

15. **Counterpart Signatures.** This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

16. **Filing of Interlocal Agreement.** Pursuant to the requirements of Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Court in and for Broward County, Florida, and Palm Beach County, Florida.

IN WITNESS WHEREOF, THE CITY OF COCONUT CREEK has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF LAKE WORTH has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE CLARKE SHORES has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF PARKLAND has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

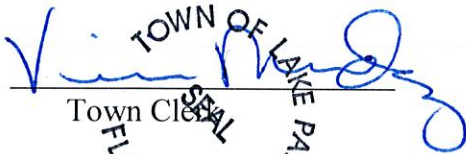
Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE PARK has made and executed this Interlocal Agreement on the 20 day of August, 2014, duly authorized by Resolution No. 21-08-14, a certified copy of which is attached hereto, and duly executed by its authorized representatives.


ATTEST:

TOWN OF LAKE PARK


Town Clerk
TOWN OF LAKE PARK
FLORIDA

By: 
James DuBois, Mayor

Approved as to form and legal
Sufficiency:

By: 
Town Attorney